

**RESOLUTION NO. 08-52**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF THE PUBLIC DEFENDER FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA IN THE FORM ATTACHED AND MADE A PART HEREOF AS EXHIBIT "1" IN ORDER TO REIMBURSE THE PUBLIC DEFENDER AS PROVIDED HEREIN FOR DEFENDING PERSONS ACCUSED OF COUNTY ORDINANCE VIOLATIONS NOT ANCILLARY TO STATE PROSECUTION COMMENCING ON JUNE 1, 2008.

**WHEREAS,** Sections 27.51 and 27.54 (2), Florida Statutes allows the public defender to defend persons accused of county ordinance violations not ancillary to state prosecution to enter into contracts with municipalities and counties to recover the costs of attorney services not to exceed \$50.00 hourly or \$17.00 for each case; and,

**WHEREAS,** the City of Hialeah will utilize the funds collected from fines to defray the expenses of defending persons accused of county ordinance violations not ancillary to state prosecution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:


**Section 1:** The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an agreement with the Office of the Public Defender of the Eleventh Judicial Circuit of Florida in the form attached and made a part hereof as Exhibit "1" in order to reimburse the Public Defender as provided herein for defending persons accused of county ordinance violations not ancillary to state prosecution commencing on June 1, 2008.

PASSED AND ADOPTED this 27th day of May, 2008.

\_\_\_\_\_  
Esteban Bovo  
Council President

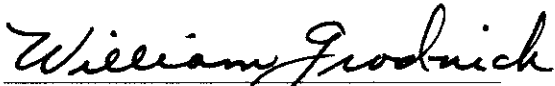
Attest:

Approved on this 29 day of May, 2008.

  
\_\_\_\_\_  
Rafael E. Granado  
City Clerk

  
\_\_\_\_\_  
Mayor Julio Robaina

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
William M. Grodnick  
City Attorney

S:\RIs\Contracts\K-2008-067- Agreement b COH and the State of Florida, Officer of the Public Defender\RESOLUTION. 2008..doc

Resolution was adopted by a 6-0-1 vote with Councilmembers Bovo, Caragol, Casals-Muñoz, Garcia-Martinez, Hernandez, and Yedra voting "Yes" and Councilmember Gonzalez absent.

**AGREEMENT BETWEEN THE CITY OF HIALEAH, FLORIDA AND THE  
STATE OF FLORIDA, OFFICE OF THE PUBLIC DEFENDER FOR THE  
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, TO REIMBURSE THE  
STATE FOR THE COSTS OF DEFENDING CERTAIN VIOLATIONS OF  
THE MIAMI-DADE COUNTY CODE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Hialeah, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), and the Office of the Public Defender for the Eleventh Judicial Circuit of Florida (hereinafter referred to as "Public Defender").

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the Miami-Dade County Code (hereinafter referred to as "the Code"); and

WHEREAS, Section 27.51, Florida Statutes, authorizes the Public Defender to defend persons accused of municipal or county ordinance violations punishable by incarceration if ancillary to State prosecution or, if not ancillary to State prosecution, when the Public Defender contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I**  
**Services**

The Public Defender agrees to defend indigent persons accused of municipal or county ordinance violations as authorized in Sections 27.51 and 27.54, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this Agreement, to the Public Defender the required funds to reimburse for costs associated with the defense of persons accused of violations of the Code. The Public Defender shall provide such clerical and professional personnel as may be

required for the performance of any of the functions of the Public Defender as set forth in this Agreement. This Agreement does not commit the City to pay for the defense of persons accused of municipal or county code violations ancillary to State prosecution or for the defense of persons accused of municipal or county ordinance violations not punishable by incarceration.

## **ARTICLE II**

### **Terms**

This Agreement shall be effective commencing on June 1, 2008, and shall continue in effect until terminated pursuant to Article VII of this agreement. This Agreement may only be amended in writing through a document executed by duly authorized representatives of the signatories to this Agreement.

## **ARTICLE III**

### **Payment Schedule**

The City agrees to reimburse the Public Defender on an hourly basis for services rendered at a rate of \$50.00 per hour (\$17.00 per case). On a quarterly basis, the Public Defender shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases defended as set forth in this Agreement, the court case numbers, police case numbers, arrest dates, dates the cases are closed, and the total amount due for payment for the previous period.

The City shall remit each payment within thirty (30) days after receiving said invoice from the Public Defender.

## **ARTICLE IV**

### **Responsibilities**

The City does not delegate any of its responsibilities or powers to the Public Defender other than those specifically enumerated in this Agreement. The Public Defender does not delegate any

of its responsibilities or powers to the City other than those enumerated in this Agreement.

**ARTICLE V**  
**Reporting**

All required reports shall be submitted to the:

City of Hialeah  
William M. Grodnick - City Attorney  
501 Palm Avenue  
Hialeah, FL 33010

**ARTICLE VI**  
**Indemnification**

It is expressly understood and intended that the Public Defender is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this Agreement.

**ARTICLE VII**  
**Termination**

Either party may terminate this Agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

**ARTICLE VIII**  
**Service Charges**

This Agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

**ARTICLE IX**  
**Non-Discrimination**

The Public Defender agrees to abide and be governed by Title II of the Americans with

Disabilities Act of 1990 and Title VI and VII, Civil Rights Act of 1964 (42 USC 2000 (d), (e)), which provides, in part, that there will not be discrimination on the basis of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants for employment. It is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

City of Hialeah, Florida

By: \_\_\_\_\_  
Rafael Granado  
City Clerk

By: \_\_\_\_\_  
Honorable Julio Robaina  
City Mayor

ATTEST:

Public Defender's Office  
Eleventh Judicial Circuit

By: \_\_\_\_\_

By: \_\_\_\_\_  
Rory S. Stein  
General Counsel

APPROVED AS TO FORM, LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

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ATTEST:

By: \_\_\_\_\_

Rafael Granado  
City Clerk

City of Hialeah, Florida

By: \_\_\_\_\_

Honorable Julio Robaina  
City Mayor

5/29/08

ATTEST:

Public Defender's Office  
Eleventh Judicial Circuit

By: \_\_\_\_\_

By: \_\_\_\_\_

Rory S. Stein  
General Counsel

APPROVED AS TO FORM, LANGUAGE  
& FOR EXECUTION

William Grodnick 5/28/08  
City Attorney Date